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10 Defendant Yandex N.V.

11 UNITED STATES DISTRICT COURT  
12  
13 NORTHERN DISTRICT OF CALIFORNIA  
14  
15 SAN FRANCISCO DIVISION

16 PERFECT 10, INC.,

17 Plaintiff,

18 vs.

19 YANDEX N.V.,

20 Defendant.

CASE NO. CV-12-1521-WHA

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER FOR  
JURISDICTIONAL DISCOVERY**

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity during the jurisdictional phase of this action are likely to  
 3 involve production of confidential, proprietary, or private information for which special protection  
 4 from public disclosure and from use for any purpose other than prosecuting this litigation may be  
 5 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the  
 6 following Stipulated Protective Order for Jurisdictional Discovery. The parties acknowledge that  
 7 this Order does not confer blanket protections on all disclosures or responses to discovery and that  
 8 the protection it affords from public disclosure and use extends only to the limited information or  
 9 items that are entitled to confidential treatment under the applicable legal principles. The parties  
 10 further acknowledge, as set forth in Section 14.3, below, that this Stipulated Protective Order for  
 11 Jurisdictional Discovery does not entitle them to file confidential information under seal; Civil  
 12 Local Rule 79-5 and General Order 62 set forth the procedures that must be followed and the  
 13 standards that will be applied when a party seeks permission from the court to file material under  
 14 seal.

15 **2. DEFINITIONS**

16 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
 17 information or items under this Order.

18 2.2 “CONFIDENTIAL” Information or Items: Information which the disclosing Party  
 19 or nonparty believes in good faith contains, constitutes or reveals confidential design, engineering,  
 20 business or development information, confidential commercial information, non-public financial  
 21 information, confidential or private information about current or former employees, contractors or  
 22 vendors (including employee, contractor and vendor personnel records), or other information of a  
 23 confidential, proprietary, private or personal nature.

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
 25 well as their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
 27 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY  
 28 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

1           2.5    Disclosure or Discovery Material: all items or information, regardless of the  
2 medium or manner in which it is generated, stored, or maintained (including, among other things,  
3 testimony, transcripts, and tangible things), that are produced or generated in jurisdictional  
4 disclosures or responses to jurisdictional discovery in this matter.

5           2.6    Expert: a person with specialized knowledge or experience in a matter pertinent to  
6 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as  
7 a consultant in this action, (2) is not a past or current employee, contractor, or agent of a Party or  
8 of a Party's competitor, and (3) at the time of retention, is not anticipated to become an employee,  
9 contractor, or agent of a Party or of a Party's competitor. For the purposes of this provision only,  
10 any person who has served or anticipates serving a Party or a Party's competitor only as an expert  
11 or a consultant in litigation matters shall not be considered an employee, contractor, or agent of a  
12 Party or a Party's competitor.

13           2.7    "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or  
14 Items: extremely sensitive "Confidential Information or Items," disclosure of which to another  
15 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by  
16 less restrictive means.

17           2.8    House Counsel: in-house counsel for the Parties or their respective corporate  
18 parents or subsidiaries.

19           2.9    Non-Party: any natural person, partnership, corporation, association, or other legal  
20 entity not named as a Party to this action.

21           2.10   Outside Counsel of Record: attorneys who are neither employees of a party to this  
22 action nor House Counsel, but are retained to represent or advise a party to this action and have  
23 appeared in this action on behalf of that party or are affiliated with a law firm which has appeared  
24 on behalf of that party.

25           2.11   Party: any party to this action, including all of its officers, directors, employees,  
26 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

27           2.12   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
28 Material in this action.

1           2.13 Professional Vendors: persons or entities that provide litigation support services  
 2 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
 3 organizing, storing, or retrieving data in any form or medium) and their employees and  
 4 subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is designated as  
 6 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
 8 Producing Party.

### 9 **3. SCOPE**

10           The protections conferred by this Stipulation and Order cover not only Protected Material  
 11 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)  
 12 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
 13 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
 14 However, the protections conferred by this Stipulation and Order do not cover the following  
 15 information: (a) any information that is in the public domain at the time of disclosure to a  
 16 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a  
 17 result of publication not involving a violation of this Order, including becoming part of the public  
 18 record through trial or otherwise; and (b) any information known to the Receiving Party prior to  
 19 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained  
 20 the information lawfully and under no obligation of confidentiality to the Designating Party. Any  
 21 use of Protected Material at trial shall be governed by a separate agreement or order.

### 22 **4. DURATION**

23           Even after final disposition of this litigation, the confidentiality obligations imposed by this  
 24 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
 25 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims  
 26 and defenses in this action, with prejudice; and (2) final judgment herein after the completion and  
 27 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
 28 limits for filing any motions or applications for extension of time pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party  
3 or Non-Party that designates information or items for protection under this Order must take care to  
4 limit any such designation to specific material that qualifies under the appropriate standards. To  
5 the extent it is practical to do so, the Designating Party must designate for protection only those  
6 parts of material, documents, items, or oral or written communications that qualify – so that other  
7 portions of the material, documents, items, or communications for which protection is not  
8 warranted are not swept unjustifiably within the ambit of this Order.

9 Mass, indiscriminate, or routinized designations that are shown to be clearly unjustified or  
10 that have been made for an improper purpose (*e.g.*, to unnecessarily encumber or retard the case  
11 development process or to impose unnecessary expenses and burdens on other parties) expose the  
12 Designating Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it designated  
14 for protection do not qualify for protection at all or do not qualify for the level of protection  
15 initially asserted, that Designating Party must promptly notify all other parties that it is  
16 withdrawing the mistaken designation.

17 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
18 (*see, e.g.*, second Paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
19 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
20 designated before the material is disclosed or produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (*e.g.*, paper or electronic documents, but  
23 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party  
24 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
25 ONLY" to each page that contains protected material. If only a portion or portions of the material  
26 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
27 portion(s) (*e.g.*, by making appropriate markings in the margins) and must specify, for each  
28 portion, the level of protection being asserted.

1 A Party or Non-Party that makes original documents or materials available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated which material  
3 it would like copied and produced. During the inspection and before the designation, all of the  
4 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
5 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
6 copied and produced, the Producing Party must determine which documents, or portions thereof,  
7 qualify for protection under this Order. Then, before producing the specified documents, the  
8 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY  
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected  
10 Material. If only a portion or portions of the material on a page qualifies for protection, the  
11 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
12 markings in the margins) and must specify, for each portion, the level of protection being asserted.

13 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
14 Designating Party identify on the record, before the close of the deposition, hearing, or other  
15 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
16 impractical to identify separately each portion of testimony that is entitled to protection and it  
17 appears that substantial portions of the testimony may qualify for protection, the Designating Party  
18 may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right  
19 to have up to 30 days after the final written transcript is served to identify the specific portions of  
20 the testimony as to which protection is sought and to specify the level of protection being asserted.  
21 Only those portions of the testimony that are appropriately designated for protection within the 30  
22 days shall be covered by the provisions of this Order. Alternatively, a Designating Party may  
23 specify, at the deposition or up to 30 days after the written transcript is served if that period is  
24 properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY  
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or  
27 other proceeding to include Protected Material so that the other parties can ensure that only  
28 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”

1 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition  
2 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
3 – ATTORNEYS’ EYES ONLY.”

4 Transcripts containing Protected Material shall have an obvious legend on the title page  
5 that the transcript contains Protected Material, and the title page shall be followed by a list of all  
6 pages (including line numbers as appropriate) that have been designated as Protected Material and  
7 the level of protection being asserted by the Designating Party. The Designating Party shall  
8 inform the court reporter of these requirements. Any transcript that is prepared before the  
9 expiration of a 30-day period for designation shall be treated during that period as if it had been  
10 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
11 otherwise agreed. After the expiration of that period, the transcript shall be treated only as  
12 actually designated.

13 (c) for information produced in some form other than documentary and for any other  
14 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
15 or containers in which the information or item is stored the legend “CONFIDENTIAL” or  
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of  
17 the information or item warrant protection, the Producing Party, shall identify the protected  
18 portion(s) and specify the level of protection being asserted. This provision does not apply to  
19 CDs, DVDs, thumb drives, hard drives or other storage media on which document productions are  
20 transmitted. For such storage media, Section 5.2(a) above shall govern and each page of  
21 documents stored on the media shall be separately marked.

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
23 designate qualified information or items does not, standing alone, waive the Designating Party’s  
24 right to secure protection under this Order for such material. Upon timely correction of a  
25 designation, the Receiving Party must make reasonable efforts to assure that the material is treated  
26 in accordance with the provisions of this Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
3 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
4 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
5 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
6 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
7 original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
9 process by providing written notice of each designation it is challenging and describing the basis  
10 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
11 notice must recite that the challenge to confidentiality is being made in accordance with this  
12 specific paragraph of this Order. The parties shall attempt to resolve each challenge in good faith  
13 and must begin the process by conferring directly (in voice to voice dialogue; other forms of  
14 communication are not sufficient) within 14 days of the date of service of notice. In conferring,  
15 the Challenging Party must explain the basis for its belief that the confidentiality designation was  
16 not proper and must give the Designating Party an opportunity to review the designated material,  
17 to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for  
18 the chosen designation. A Challenging Party may proceed to the next stage of the challenge  
19 process only if it has engaged in this meet and confer process first or establishes that the  
20 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

21 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
22 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
23 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5 and General Order 62, if  
24 applicable) within 21 days of the initial notice of challenge or within 14 days of the parties  
25 agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each  
26 such motion must be accompanied by a competent declaration affirming that the movant has  
27 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by  
28 the Designating Party to make such a motion including the required declaration within 21 days (or



1 14 days, if applicable) shall automatically waive the confidentiality designation for each  
 2 challenged designation. In addition, the Challenging Party may file a motion challenging a  
 3 confidentiality designation at any time if there is good cause for doing so, including a challenge to  
 4 the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to  
 5 this provision must be accompanied by a competent declaration affirming that the movant has  
 6 complied with the meet and confer requirements imposed by the preceding paragraph.

7 The burden of persuasion in any such challenge proceeding shall be on the Designating  
 8 Party. Frivolous challenges and those made for an improper purpose (*e.g.*, to harass or impose  
 9 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
 10 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to  
 11 file a motion to retain confidentiality as described above, all parties shall continue to afford the  
 12 material in question the level of protection to which it is entitled under the Producing Party's  
 13 designation until the court rules on the challenge.

## 14 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
 16 produced by another Party or by a Non-Party in connection with this litigation only for  
 17 prosecuting, defending, or attempting to settle the litigation between the Parties. A Receiving  
 18 Party may not use Protected Material in connection with any other case, or in bringing,  
 19 prosecuting, defending or attempting to settle any other litigation or claims involving Non-Parties.  
 20 Such Protected Material may be disclosed only to the categories of persons and under the  
 21 conditions described in this Order. When the litigation has been terminated, a Receiving Party  
 22 must comply with the provisions of section 13 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a location and in  
 24 a secure manner that ensures that access is limited to the persons authorized under this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
 26 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
 27 information or item designated "CONFIDENTIAL" only to:  
 28

1 (a) the officers, directors, and employees of the Receiving Party to whom disclosure is  
2 reasonably necessary for this litigation;

3 (b) the Receiving Party's Outside Counsel of Record in this action, as well as  
4 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
5 information for this litigation;

6 (c) House Counsel of a Receiving Party to whom disclosure is reasonably necessary  
7 for this litigation;

8 (d) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for  
9 this litigation, and (2) who have signed the "Acknowledgment and Agreement to Be Bound"  
10 (Exhibit A);

11 (e) the court and its personnel;

12 (f) court reporters and their staff, professional jury or trial consultants, mock jurors,  
13 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
14 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (g) the author or recipient of a document containing the information or a custodian or  
16 other person who otherwise possessed or knew the information; and

17 (h) during their depositions, witnesses in the action to whom disclosure is reasonably  
18 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),  
19 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed  
20 deposition testimony or exhibits to depositions that reveal Protected Material must be separately  
21 bound by the court reporter and may not be disclosed to anyone except as permitted under this  
22 Order.

23 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
24 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
25 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY  
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to those persons identified above in  
27 Paragraphs 7.2(b) through 7.2(g). For purposes of jurisdictional discovery only, Perfect 10 as the  
28 Receiving Party may also disclose jurisdictional discovery information or items designated

1 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (as evidenced by a “YNDX  
2 JURISD” control number prefix) to Dr. Norman Zada, provided that Dr. Zada reviews such  
3 designated materials only at the offices of outside counsel for Perfect 10 in San Diego, California.  
4 Under no circumstances may Dr. Zada review (online, or in electronic or paper form) such  
5 designated materials at any other locations (including his personal residence), with the exception  
6 that Dr. Zada may be present during jurisdictional depositions in which such designated materials  
7 are introduced.

8 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
9 **OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation that compels  
11 disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

13 (a) promptly and in no event more than ten (10) business days after receiving the  
14 subpoena or order notify in writing the Designating Party. Such notification shall include a copy  
15 of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to issue in  
17 the other litigation that some or all of the material covered by the subpoena or order is subject to  
18 this Order. Such notification shall include a copy of this Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
20 Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
22 or court order shall not produce any information designated in this action as “CONFIDENTIAL”  
23 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the  
24 court from which the subpoena or order issued, unless the Party has obtained the Designating  
25 Party’s permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material – and nothing in these provisions should be  
27 construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
28 directive from another court.

1 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**  
 2 **THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-Party in  
 4 this action. Such information produced by Non-Parties in connection with this litigation is  
 5 protected by the remedies and relief provided by this Order. Nothing in these provisions should be  
 6 construed as prohibiting a Non-Party from seeking additional protections.

7 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
 8 Party's confidential information in its possession, and the Party is subject to an agreement with the  
 9 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

10 1. promptly notify in writing the Receiving Party and the Non-Party that some  
 11 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

12 2. promptly provide the Non-Party with a copy of this Order, the relevant  
 13 discovery request(s), and a reasonably specific description of the information requested; and

14 3. make the information requested available for inspection by the Non-Party.

15 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
 16 days of receiving the notice and accompanying information, the Receiving Party may produce the  
 17 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
 18 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
 19 control that is subject to the confidentiality agreement with the Non-Party before a determination  
 20 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
 21 expense of seeking protection in this court of its Protected Material.

22 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
 24 Material to any person or in any circumstance not authorized under this Order, the Receiving Party  
 25 must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b)  
 26 use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
 27 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and  
 28 (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound"

1 that is attached hereto as Exhibit A. Compliance with the foregoing shall not prevent a Party from  
2 seeking further relief from the Court.

3 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
4 **PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
6 produced material is subject to a claim of privilege or other protection, the obligations of the  
7 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B):

8 If information produced in discovery is subject to a claim of privilege or of  
9 protection as trial-preparation material, the party making the claim may notify any  
10 party that received the information of the claim and the basis for it. After being  
11 notified, a party must promptly return, sequester, or destroy the specified  
12 information and any copies it has; must not use or disclose the information until the  
13 claim is resolved; must take reasonable steps to retrieve the information if the party  
14 disclosed it before being notified; and may promptly present the information to the  
15 court under seal for a determination of the claim. The producing party must  
16 preserve the information until the claim is resolved.

17 Fed. R. Civ. P. 26(b)(5)(B).

18 If the Parties cannot resolve a claim of privilege or other protection without court  
19 intervention, the Receiving Party shall present the information to the court under seal for a  
20 determination of the claim within 21 days of the initial claim of privilege or other protection or  
21 within 14 days of the parties agreeing that the meet and confer process will not resolve their  
22 dispute, whichever is earlier.

23 Production or disclosure of documents, things, or information subject to the attorney-client  
24 privilege, work product immunity, or any other applicable privilege or immunity shall neither  
25 waive nor prejudice any claim that such or related material is privileged or protected by any  
26 applicable privilege or immunity, provided the producing party notifies the receiving party in  
27 writing promptly after discovering such production.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
3 seek its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Order no Party  
5 waives any right it otherwise would have to object to disclosing or producing any information or  
6 item on any ground not addressed in this Order. Similarly, no Party waives any right to object on  
7 any ground to use in evidence of any of the material covered by this Order.

8 12.3 Filing Protected Material. Without written permission from the Designating Party  
9 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
10 the public record in this action any Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5 and General Order 62. Protected  
12 Material may only be filed under seal pursuant to a court order authorizing the sealing of the  
13 specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order 62, a  
14 sealing order will issue only upon a request establishing that the Protected Material at issue is  
15 privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a  
16 Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-  
17 5(d) and General Order 62 is denied by the court, then the Receiving Party may file the Protected  
18 Material in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by  
19 the court.

20 **13. FINAL DISPOSITION**

21 Within 90 days after the final disposition of this action, as defined in Paragraph 4, all  
22 Parties, counsel and any other persons who have received Protected Material in this action shall  
23 return such information to counsel for the Party that disclosed or produced such information, or  
24 alternatively may destroy the Protected Material and certify its destruction. The Parties' attorneys  
25 may retain their attorney work product, and outside counsel for each Party may retain a complete  
26 and unredacted set of pleadings and papers filed with the Court or served on the other Parties.  
27 This Protective Order shall continue to be binding after the conclusion of this litigation as set forth  
28 in Paragraph 4.

1 **14. JURISDICTIONAL DISCOVERY ONLY**

2 This proposed stipulated protective order governs jurisdictional discovery only. If this  
3 case proceeds beyond jurisdictional discovery, the parties shall separately negotiate and propose to  
4 the Court a new draft Protective Order governing general discovery, and the parties reserve all  
5 rights to proffer whatever terms they believe are necessary or appropriate therefor.

6  
7 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

8  
9 DATED: July 16, 2012

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

10  
11  
12 By \_\_\_\_\_

Diane M. Doolittle  
Attorneys for Specially Appearing  
Defendant Yandex N.V.

13  
14  
15 DATED: July 16, 2012

KRAUSE KALFAYAN BENINK &  
SLAVENS, LLP

16  
17 By /s/ Eric J. Benink

Eric J. Benink  
Attorneys for Plaintiff Perfect 10, Inc.

18  
19  
20 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

21  
22 DATED: \_\_\_\_\_

\_\_\_\_\_  
HON. WILLIAM H. ALSUP  
United States District Judge

**EXHIBIT A: ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its entirety and  
 understand the Stipulated Protective Order For Jurisdictional Discovery that was issued by the  
 United States District Court for the Northern District of California on \_\_\_\_\_[date] in the  
 case of *Perfect 10, Inc. v. Yandex N. V.*, Case No. CV-12-1521-WHA. I agree to comply with and  
 to be bound by all the terms of this Stipulated Protective Order For Jurisdictional Discovery and I  
 understand and acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order For Jurisdictional  
 Discovery to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
 Order For Jurisdictional Discovery, even if such enforcement proceedings occur after termination  
 of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and telephone number]  
 as my California agent for service of process in connection with this action or any proceedings  
 related to enforcement of this Stipulated Protective Order For Jurisdictional Discovery.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]